



Attorney's Docket No.: 09736-293001

FW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Emmanuel Delorme et al. Art Unit : 3743
Serial No. : 10/811,158 Examiner : Shumaya B. Ali
Filed : March 29, 2004
Title : IMPLANT FOR TREATING RECTOCELE AND A DEVICE FOR PUTTING
SAID IMPLANT INTO PLACE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

The following documents relating to this application are enclosed.

1. Revocation and New Power of Attorney (2 pages);
2. Copies of Assignment Documents (5 pages) and
3. Postcard.

Please apply any charges or credits to Deposit Account No. 06-1050.

Respectfully submitted,

Date: January 12, 2006

Elizabeth N. Kaytor
Elizabeth N. Kaytor, Ph.D.
Reg. No. 53,103

Fish & Richardson P.C., P.A.
60 South Sixth Street
Suite 3300
Minneapolis, MN 55402
Telephone: (612) 335-5070
Facsimile: (612) 288-9696

60334355.doc

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

January 12, 2006
Date of Deposit
L. L. Smith
Signature

Leslie L. Smith
Typed or Printed Name of Person Signing Certificate



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Emmanuel Delorme et al. Art Unit : 3743
Serial No. : 10/811,158 Examiner : Shumaya B. Ali
Filed : March 29, 2004
Title : IMPLANT FOR TREATING RECTOCELE AND A DEVICE FOR PUTTING
SAID IMPLANT INTO PLACE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 C.F.R. § 3.73(b), MENTOR CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ An assignment from inventors Emmanuel Delorme and Georges Eglin to Mentor Corporation, executed on October 6, 2005 and October 3, 2005. A copy of the assignment is attached.

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments in the chain of title are attached.

1. From inventor Jean-Marc Beraud to Analytic Biosurgical Solutions – ABISS, recorded in the Patent and Trademark Office at Reel 015666, Frame 0642 on August 9, 2004.

2. From Analytic Biosurgical Solutions - ABISS to Mentor Corporation, executed on December 7, 2005.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

January 12, 2006
Date of Deposit
Signature Leslie L. Smith

Leslie L. Smith
Typed or Printed Name of Person Signing Certificate

Applicant : Emmanuel Delorme et al.
Serial No. : 10/811,158
Filed : March 29, 2004
Page : 2 of 2

Attorney's Docket No.: 09736-293001

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints the following attorneys and/or agents with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith:

Richard J. Anderson, Reg. No. 36,732
J. Patrick Finn III, Ph.D., Reg. No. 44,109
W. Karl Renner, Reg. No. 41,265
Mary Ann Dillahunt, Reg. No. 34,576
Gary L. Quick, Reg. No. 55,553

Mark S. Ellinger, Reg. No. 34,812
Elizabeth N. Kaytor, Ph.D., Reg. No. 53,103
Teresa A. Lavoie, Ph.D., Reg. No. 42,782
Dorothy P. Whelan, Reg. No. 33,814
M. Angela Parsons, Ph.D., Reg. No. 44,282

Direct all telephone calls to Elizabeth N. Kaytor, Ph.D. at (612) 335-5070.

All correspondence regarding the application should be sent to:

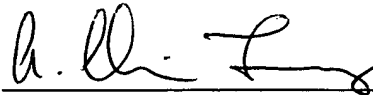
PTO Customer Number: 26191

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: _____

1/9/06



Christopher Fawzy
General Counsel, Mentor Corporation

Fish & Richardson P.C., P.A.
60 South Sixth Street
Suite 3300
Minneapolis, MN 55402
Telephone: (612) 335-5070
Facsimile: (612) 288-9696
60330881.doc

BEST AVAILABLE COPY

EXHIBIT A

Patent Assignment

This Assignment of Patents is made this ____ of _____, _____ by and between Messrs. Emmanuel DELORME, Gores EGLIN, and Jean-Marc BERAUD (collectively, "Assignors") and Mentor Corporation ("Assignee").

WHEREAS, Assignors have invented, acquired or otherwise own certain Inventions for which applications for Letters Patent have been filed and granted as set forth:

United States Provisional Patent Application No. 60/458,045, filed March 28, 2003
United States Provisional Patent Application No. 60/458,007, filed March 28, 2003
United States Provisional Patent Application No. 60/607,267, filed September 7, 2004
United States Provisional Patent Application No. 60/629,337, filed November 22, 2004
United States Patent Application No. 10/811,158, filed March 29, 2004
United States Patent Application No. 10/809,798, filed March 26, 2004
United States Patent Application No. 11/146,280, filed June 7, 2005
United States Patent Application No. 11/150,224, filed June 13, 2005



and

WHEREAS, Assignors wish to assign such Inventions and Patents to Assignee, and Assignee wishes to accept the assignment of such Inventions and Patents;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign and transfer to Assignee the full and exclusive right, title and interest to said Inventions, the applications for Letters Patent, and the Letters Patent set forth above, and any and all related United States patents and patent applications, continuations, continuations-in-part, divisionals, re-examinations or reissues of said Letters Patent for the full term thereof, this assignment including Assignors' entire right to bring suit for past infringement of said Letters Patent and to recover damages from any said past infringement, and to assert any claim, action, or cause of action that may have arisen prior to the date of this assignment or thereafter under said Letters Patent.

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Assignors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Inventions and said Letters Patent as may be known and accessible to Assignors and will testify as to the same in any

 
MB T3

BEST AVAILABLE COPY

interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, additional Assignments or affidavits required to maintain and enforce said Inventions and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.


This agreement is binding upon and inures to the benefit of successors, and assigns of the parties.

ASSIGNORS:



Mr. Emmanuel DELORME

10/16/05
(Date)



Mr. Gores EGLIN

10/03/05
(Date)



Mr. Jean-Marc BERAUD

9/28/05
(Date)

ASSIGNEE:



MENTOR CORPORATION
By: Mr. Christopher Fawzy, General Counsel

9/19/05
(Date)



BEST AVAILABLE COPY

USA

ASSIGNMENT

In consideration of the sum of One Dollar (\$ 1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

Inventor(s) full name(s) BERAUD Jean-Marc

hereby sell, assign and transfer to

Assignee Name and Address

ANALYTIC BIOSURGICAL SOLUTIONS - ABISS
5, rue de la Productique
42000 ST ETIENNE (France)

(hereinafter called the Assignee) the entire right, title, and interest in and to any and all improvements which are disclosed in the application for United States Letters Patent entitled

Title of Invention

AN IMPLANT FOR TREATING RECTOCELE AND A DEVICE FOR PUTTING SAID IMPLANT INTO PLACE

which application was

Complete either (a) or (b)

- a) executed by the undersigned on the day of
b) filed on the 29th day of March, 2004, Serial No. **10/811,158**

Including any and all United States Letters Patents which may be granted therefore and any and all extensions, divisions, reissues, substitutes, renewals or continuations thereof, and the right to all benefits under the International Convention for the Protection of Industrial Property.

It is hereby authorized and requested that the Commissioner of Patents issue any and all of said Letters Patent, when granted, to said Assignee.

Further, it is agreed that, when requested, without charge to but at the expense of said Assignee, the undersigned will execute all divisional, continuing, substitute, renewal, and reissue patent applications; execute all rightful other papers; and generally do everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection.

Date

Signed at ST ETIENNE
this 14th day of May 2004

Inventor(s) full signature(s)

INVENTOR(S) :

Jean-Marc Beraud

BERAUD Jean-Marc

BEST AVAILABLE COPY

Patent Assignment

This Assignment of Patents is made this 7 of December 2005 by and between Analytic Biosurgical Solution – ABISS, a French Company, with a registered office located at 14 rue de la Telematique, 42000 Saint-Etienne – France ("Assignor") duly represented by Mr. Jean-Marc BERAUD, in his capacity as President and Mentor Corporation, a company registered in the State of Minnesota, with a registered office located at 201 Mentor Drive, Santa Barbara, California 93111 ("Assignee") duly represented by Mr. Christopher FAWZY, in his capacity as Vice-President & General Counsel.

WHEREAS, Assignor has acquired certain rights to the following patent applications, any and all related continuations, continuations-in-part, divisionals, re-examinations and reissues, and any patents issuing therefrom (collectively "Patents"):

United States Provisional Patent Application No. 60/458,045, filed March 28, 2003
United States Provisional Patent Application No. 60/458,007, filed March 28, 2003
United States Provisional Patent Application No. 60/607,267, filed September 7, 2004
United States Provisional Patent Application No. 60/629,337, filed November 22, 2004
United States Patent Application No. 10/811,158, filed March 29, 2004
United States Patent Application No. 10/809,798, filed March 26, 2004
United States Patent Application No. 11/146,280, filed June 7, 2005
United States Patent Application No. 11/150,224, filed June 13, 2005

and

WHEREAS, Assignor wishes to assign such Patents to Assignee, and Assignee wishes to accept the assignment of such Patents;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee the full and exclusive right, title and interest to said Patents, and any and all related United States patents and patent applications, continuations, continuations-in-part, divisionals, re-examinations or reissues of said Patents for the full term thereof, this assignment including Assignor's entire right to bring suit for past infringement of said Patents and to recover damages from any said past infringement, and to assert any claim, action, or cause of action that may have arisen prior to the date of this assignment or thereafter under said Patents.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Patents as may be known and accessible to

BEST AVAILABLE COPY

Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, additional Assignments or affidavits required to maintain and enforce said Patents which may be necessary or desirable to carry out the purposes hereof.

This agreement is binding upon and inures to the benefit of successors, and assigns of the parties.

ASSIGNOR:


ABISS by Mr. Jean-Marc BERAUD, President

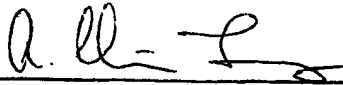
12.7.2005
(Date)

ABISS

Analytic BioSurgical Solutions

14 rue de la Télématique
42000 SAINT-ETIENNE France
Tél: + 33 (0)4 77 91 28 58
Fax: + 33 (0)4 77 91 28 59

ASSIGNEE:


MENTOR CORPORATION
By : Mr. Christopher FAWZY, Vice-President &
General Counsel

12/7/05
(Date)